

LEASE

This lease is made and entered into by and between Riverview Square I, LLC and Riverview Square II, LLC owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is 183 Prestige Park Road, East Hartford, CT 06108 acting herein by Arthur Beckenstein, its managing member duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The LESSOR hereby leases unto the LESSEE a total of 192,253 square feet of office space comprising the entire seven (7) floors of Building I, known as the South Tower, as follows: 22,839 square feet of first floor space, 25,362 square feet of second floor space, 27,771 square feet of third floor space, 27,771 square feet of fourth floor space, 27,771 square feet of fifth floor space, 16,334 square feet of sixth floor space and 16,334 square feet of seventh floor space, and a portion of Building II, known as the North Tower, comprised of 19,667 square feet of sixth floor space and 8,404 square feet of seventh floor space, all situated at Riverview Square I and II, 99-101 East River Drive, East Hartford, County of Hartford and State of Connecticut, which property is more particularly bounded and described in a Quit Claim Deed recorded Volume 899, Page 1, in the Town of East Hartford Land Records, together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

2. The LESSEE is to have and to hold the said premises with their appurtenances for the term of ten (10) years commencing on the date established in Section Twenty-Six (26).

3. The LESSOR, at its sole expense, agrees to renovate and improve the demised premises pursuant to drawings and specifications designed for the Connecticut Department of Information and Technology and provided by the LESSEE. Said drawings and specifications are incorporated herein by reference and made a part hereof as though fully set forth herein.

4. The LESSEE shall pay the LESSOR the rental of Four Million Twenty-Seven Thousand Seven Hundred Dollars and Thirty-Five Cents (\$4,027,700.35) per year, payable in equal monthly installments of Three Hundred Thirty-Five Thousand Six Hundred Forty-One Dollars and Seventy Cents (\$335,641.70), by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy ("Base Rent").

In the event the LESSEE, commencing June 30, 2000 or thereafter, moves into or takes occupancy of the demised premises on a phased in basis, the term of the lease shall be deemed to have commenced on the date the LESSEE has fully occupied the demised premises (*consisting of 192,253 square feet of office space) and the LESSEE shall pay a pro-rata portion of the Base Rent and a pro-rata share of all other costs or charges allocated to the LESSEE under this lease, to the LESSOR during the phased move in period. The pro-rata amounts shall be calculated by the LESSOR from time to time. The timing of each calculation shall be a matter within the LESSOR'S sole discretion. The LESSEE shall have ten (10) business days from its receipt of the LESSOR'S written calculation to post a written protest. If the LESSEE does not post a protest within the prescribed period, the LESSEE will be deemed to have accepted the LESSOR'S calculation. All protests shall be promptly discussed by the LESSOR and LESSEE.

5. In addition to the Base Rent, the LESSEE shall pay the LESSOR additional rent of one million eight hundred thousand dollars (\$1,800,000.00) for the lease of improvements, amortized over the initial ten (10) year lease at eight and three-quarters (8-3/4) percent per annum, in accordance with the rental schedule provided by the LESSOR ("ADDITIONAL RENT"). It being understood and agreed to between the LESSOR and the LESSEE that the

For Dept. of Public Works Information only: DOIT)

amount of the Additional Rent may change once the work required under the drawings and specifications referenced in paragraph three have been completed and the actual audited costs of the improvements evidenced within said drawings and specifications have been finally determined. Any such change in the Additional Rent shall promptly result in a corresponding change in the amortization and payment schedule. The LESSEE shall pay as supplemental rent two hundred seventy-five thousand seven hundred seventy-three thousand and fifty-six cents (\$275,773.56) per year, payable in equal monthly installments of twenty-two thousand nine hundred eight-one dollars and thirteen cents (\$22,981.13) per month, principal and interest combined which will be paid along with the Base Rent, on the same schedule. The LESSOR and the LESSEE understand and agree that the amount of the Additional Rent and the supplemental rent provided for under this section is [are] subject to an adjustment based on an audit performed by the LESSEE, at no cost to the LESSOR but with the full cooperation of the LESSOR, to determine the actual costs of renovation, improvement and work completed at the demised premises in accordance with approved plans and specifications provided by the LESSEE under paragraph three. The audit will be undertaken within sixty (60) days of the LESSEE'S occupation of the entire demised premises.

6. The term of this lease may be extended or renewed at the option of the LESSEE for five (5) years at a rental of Four Million Nine Hundred Eighty-Eight Thousand Four Hundred Sixty-Five Dollars and Thirty-Five Cents (\$4,988,965.35) per year, payable in equal monthly installments of Four Hundred Fifteen Thousand Forty-Seven Dollars and Eleven Cents (\$415,747.11) by the end of each calendar month, provided notice be given in writing to the LESSOR at least one hundred eighty (180) calendar days before the end of the original lease term, but otherwise on the same terms and conditions. Notice shall be deemed to become effective upon posting by the LESSEE. ("Renewal Term")

The LESSOR agrees that should the LESSEE require expansion space, the LESSEE shall have the Right of First Refusal to lease additional vacant contiguous space, with automobile parking spaces at a ratio of three spaces per 1,000 net usable square feet of expansion leased space or any portion thereof, during the original term of the lease at the rental rate of \$20.95 per square foot per year, and during the Renewal Term at the rental rate of \$25.95 per square foot per year, but otherwise on the same terms and conditions as elsewhere set forth in this lease. Upon the LESSEE'S receipt of written notice of the availability of additional vacant contiguous space by the LESSOR, LESSEE has fourteen (14) business days to post a written response. The LESSEE'S failure to respond to the LESSOR'S notice within thirty (30) days of the posting of said notice shall be deemed by the LESSOR as a rejection by the LESSEE of the LESSEE'S right to exercise the right of first refusal for the aforesaid vacant contiguous space. The LESSOR shall provide three (3) additional on-site parking spaces for every 1,000 square feet of expansion space or portion thereof. All other terms and conditions as it pertains to this lease and its renewal, shall also govern the space leased under this option.

7. The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE: base real estate taxes; insurance; cold running water; janitorial services in common areas; separate toilet facilities for men and women within the demised premises; annual exterior window washing; paved, striped, lighted and secured parking in a reserved, designated area for a total of five hundred eighty (580) cars, of which 326 are located in the adjacent on-site garage, and 254 are located in an open air lot around the perimeter of the building; snow and ice removal and sanding; rubbish removal; elevator service; grounds keeping; replacement of burnt-out bulbs, tubes and ballasts; pest control; security service. The LESSOR shall also provide the following amenities at the premises: full service restaurant/ service, if desired, to LESSEE and available for meetings; lockers and showers for men and women; jogging trail/riverfront access for walking-jogging all along river and access to bridge to Hartford; enclosed loading docks camera/guard controlled; structured and open parking controlled by card system. Every parking level has separate access ramp; freight elevators guard controlled with freight lobby on each floor; fitness center; 110 pound live floor load; dual feed electric system for redundancy; two (2) small kitchens on each floor; ice maker/disposal/sink connections for vending and microwaves; over ten (10) watts per square foot of power available for LESSEE use.

The LESSEE shall provide and pay for a sixty (60) percent pro-rata share of the following items: gas heat; electricity for lights and air-conditioning and power; hot water; security system, including monitoring charges. In addition, the LESSEE shall also provide and pay for janitorial services within the demised premises and interior window washing. The LESSEE shall have the right to install and maintain additional security systems, satisfactory to the LESSEE at any time, at the LESSEE'S expense.

8. The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease unless prior thirty (30) days' written notice is given to the Commissioner of the Department of Public Works of such nonpayment. Notice shall be deemed to be effective upon receipt.

9. The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its agents or employees or invitees, to include painting every three (3) years, as needed, based upon the mutual determination of the LESSOR and the LESSEE, after business hours and replacement of carpeting at the commencement of any lease extension term. The LESSOR will be responsible to move all furniture, fixtures and equipment necessary to accomplish such painting and carpet replacement. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, inspect the same and make any necessary repairs thereto. If the LESSOR fails to make any necessary repairs within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice of such needed repairs may exercise self-help with respect to any unfulfilled maintenance or repair obligations of the LESSOR. In the event LESSOR fails to fulfill such obligation after written notice by the LESSEE or in the event of an emergency, LESSEE may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means. All interior and exterior maintenance, janitorial services in common areas, and repairs as may be required during the term of occupancy; health and safety or emergency repairs should be reviewed and completed by the LESSOR within 24 hours of notification by the LESSEE'S Department of Information Technology or the Department of Public Works. LESSOR shall ensure that communications/intercom systems shall be tested for proper functioning in emergency as well as drill purposes and that HVAC systems are balanced throughout the demised premises at the commencement and throughout the term(s) of this lease.

Also, if the LESSOR has any other obligations under this lease that the LESSOR fails to fulfill within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may withhold any rental payments during such period of failure. The LESSEE upon such failure may fulfill such obligations itself and deduct the cost thereof and expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

10. As a special condition, the LESSOR agrees to the following: the LESSEE shall have a First Right of Refusal to purchase the entire premises or any portion thereof at any time during its tenancy, including during any extension or renewal term and during any holdover period, if an acceptable offer is made by or to a bona fide third party other than a direct lineal descendant or spouse of the LESSOR or entity in which the aforementioned parties have a controlling interest. The LESSEE shall exercise its First Right of Refusal within twenty (20) business days of the receipt of written notice from the LESSOR. If the LESSEE exercises its First Right of Refusal to purchase the demised premises, the LESSEE shall not be obligated to pay any brokerage commission or brokerage fees. The notice of such satisfactory offer shall be conveyed by LESSOR to LESSEE by registered mail, and shall include all pertinent details as to the conditions and terms of said offer. If LESSEE does not accept the offer upon the same terms and conditions of said satisfactory offer within the required twenty (20) days, then LESSEE'S First Right of Refusal to purchase shall thereupon be null and void. Provided, however, if Lessor does not complete the transaction with the third party making the bona fide offer to purchase, then and in that event the First Right of Refusal to purchase shall be retained by the LESSEE during the term of this lease and during any extension or renewal of this lease and during any holdover period. LESSOR agrees and warrants that a bona fide offer must be completely an "arm's length transaction" by unrelated parties, each acting in its, his or her own best self interest, unaffected by an undue stimulus requisite to a fair sale in a competitive and open market and unaffected by special or creative financing or sales concessions granted by anyone associated with the offer or sale. LESSOR agrees that if the LESSEE exercises its First Right of Refusal to purchase, such election shall be subject to the availability of the necessary public funds and the prior written approval by the Office of Policy and Management, and the

Attorney General as to form, and the State Properties Review Board. In the event that the LESSEE exercises its First Right of Refusal to purchase, the LESSOR and LESSEE agree that any severance cost in connection therewith shall be allocated between the LESSOR and LESSEE on a fifty/fifty percent (50%/50%) basis and that all closing costs and expenses, taxes, and other necessary adjustments shall be made in accordance with the custom at that given time, method and practice of the Hartford County Bar Association.

The exercise of said First Right of Refusal shall include any and all rights and benefits, including rights of way and easements, which the LESSOR may have in connection with said leased premises and together with the building, including, all structures, improvements and equipment thereon or to be thereon, free and clear of all liens, mortgages, notes (and encumbrances that are not insurable by title insurance at standard rates).

If the LESSEE elects to exercise its First right of Refusal to purchase the demised premises as aforesaid, a further written notice thereafter by the LESSEE shall be given to the LESSOR at least sixty (60) calendar days prior to the date the transfer of title is to occur. Said further written notice shall indicate the date, time and place of transfer of title. At least two (2) weeks prior to the date of closing, the LESSOR shall present to the LESSEE executed copies of any required closing documents, including an executed copy of the Warranty Deed, which documents shall be held in escrow until the time of closing. The Warranty Deed shall be sufficient to convey marketable title to the LESSEE but shall not become effective until signed by the LESSOR and approved by the Attorney General of the State of Connecticut as to form and thereafter delivered to the LESSEE.

Notwithstanding anything contained in this Lease to the contrary, LESSOR shall have the right to convey away and transfer (subject to this Lease) the ownership of the entire property Riverview Square I and II, 99-101 East River Drive, East Hartford, CT., on or before January 4, 2001, provided said conveyance and transfer is part of a portfolio wide transfer and conveyance of Beckenstein interests. Provided further that the proposed conveyance and transfer is limited in scope to one transaction to a single acquiring business enterprise ("Buyer") and any subsequent sale, transfer or alienation all or any portion of the land, buildings and improvements commonly known as Riverview Square I and II, 99-101 East River Drive, East Hartford, CT., including but not limited to transfers or conveyances to subsidiaries and/or successors to the Buyer, shall be excluded from the limits of this narrow exception. Provided the Buyer shall manage the demised premises in accordance with standards that meet or exceed the LESSOR'S present managerial standards. Provided further that the Buyer is duly authorized to do business in Connecticut and the Buyer must, at the time of the closing, execute and instrument attorning to the LESSEE'S estate and interests under the Lease and that executed certificate of attornment must be tendered to the LESSEE within two business days of the closing.

11. At all times during this lease and during any extension or renewal thereof or hold over period, the LESSOR shall protect, indemnify and hold harmless the LESSEE, its officers, agents and employees, from against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to any and all of the matters governed by, permitted under or addressed by this lease and including, without limitation, the following:

(a) The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at Riverview Square I and II, 99-101 East River Drive in East Hartford, Connecticut;

(b) The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of Riverview Square I and II, 99-101 East River Drive in East Hartford, Connecticut;

(c) The LESSOR'S use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at Riverview Square I and II, 99-101 East River Drive in East Hartford, Connecticut;

(d) The LESSOR'S use, activity or conduct of its business or from any activity, work or thing done, permitted, or suffered by the LESSOR, at any location outside of Riverview Square I and II, 99-101 East River Drive, East Hartford, Connecticut which affects or related to any of the activities permitted or governed by this lease;

(e) The use or activity or conduct of the LESSOR'S business by the LESSOR'S officers, agents, and employees or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at Riverview Square I and II, 99-101 East River Drive in East Hartford, Connecticut;

(f) The use or activity or conduct of LESSOR'S business by the LESSOR'S officers, agents and employees, or any activity, work, or thing done, permitted, or suffered by the LESSOR'S officers, agents, employees, invitees, licensees, guests, visitors, clients and any and all persons under the control of the LESSOR, at any location outside of Riverview Square I and II, 99-101 East River Drive, East Hartford, Connecticut; and

(g) The LESSOR'S default in its observance and performance of any of the terms, covenants or conditions of this lease and of any extension or renewal of this lease.

(h) Nothing within this paragraph may be construed as an obligation or requirement on the part of the LESSOR to obtain or maintain property or liability insurance beyond the limits of the LESSOR'S insurable interests in the buildings, improvements, structures and facilities located at Riverview Square I and II, 99-101 East River Drive, East Hartford, Connecticut ("Insured Property"). The LESSEE shall indemnify its officials and employees within the Insured Property, only to the extent required under Conn. Gen. Stat. 4-165. Nothing herein may be construed as a waiver of limitation upon the LESSEE'S sovereign immunity. To the extent that anything of the terms and conditions found within this subparagraph are in conflict with any other provision found within the lease, the terms and conditions found within this subparagraph shall control.

The LESSOR shall provide and maintain public liability insurance, with the LESSEE and the LESSOR'S lender each named as an additional insured in a combined single minimum amount of \$1,000,000.00 for bodily injury and property damage to protect the interest of the LESSEE as it appears herein, at no cost to the LESSEE, and shall annually provide the LESSEE with a certificate of insurance to this effect, at the LESSOR'S expense; and the LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as an additional insured in an amount equal to not less than 100% of the replacement cost of the structures on the demised premises to protect the LESSEE'S interest in the demised premises and the LESSEE'S property as appears herein, at no cost to the LESSEE, and at no cost to the LESSEE, the LESSOR shall also annually provide the LESSEE with a certificate of such fire and casualty insurance to this effect. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSEE include, but without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under Sections 9, 9(a), 9(b), 9(c), 9(d), 9(e), 9(f), and 9(g) herein.

In case any claim, action, cause of action, suit, proceeding, litigation is brought against the LESSEE, its officers, agents and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the LESSEE.

The required certificates of insurance shall include a statement that the LESSEE is an additional insured. Such policies of insurance shall also provide notification to the LESSEE and to the LESSOR'S lender at least thirty (30) days prior to any cancellation or modification of coverage.

12. The LESSEE may sublet all or any part of the demised premises or assign this lease, not, however, without the LESSOR'S and the LESSOR'S lender's prior written approval, which approval shall not be unreasonably delayed or withheld but the LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this lease by reason of any such subletting or assignment.

The reassignment of state agencies, reorganization or state agencies and/or the exercise of any of the Commissioner of Public Works' powers under Conn. Gen. Stat. 4b-29 shall not and may not be construed as a subletting of the demised premises.

13. The LESSEE shall have the right, during normal business hours, at its option, at any time during the continuance of this lease and/or during any extension or renewal of this lease and/or within thirty (30) days after the termination of this lease and/or within thirty (30) days after the termination of any extension or renewal of this lease and/or within thirty (30) days after the termination of any hold over period, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed on said premises by the LESSEE during the duration of this lease and/or during any extension or renewal of this lease and/or during any hold over period and/or during any previous lease, provided that any damage to the said premises caused by such removal shall be repaired by the LESSEE. The LESSOR and LESSEE shall each comply with the governing provisions of Conn. Gen. Stat. 4a-57 as hereinafter amended.

14. If all or part of the demised premises becomes unfit for use for the purposes leased, not as the result of any of the LESSEE'S acts or omissions, the LESSOR shall put the same in satisfactory condition as reasonably determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion after notice to the LESSOR, may restore the demised premises to the required condition at the LESSOR'S cost. For any period said demised property or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

15. At the expiration or other termination of this lease, the LESSEE will surrender the demised premises in as good condition as that existing at the time of entering upon the same under this lease except for reasonable use and wear thereof, damage by the elements, fire or other unavoidable casualties and except for any alterations or additions which may have been made by the LESSOR or by the LESSEE with the written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

16. If at the expiration or termination of the lease term the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall operate and be construed to be a tenancy from month-to-month only, at the Base Rent hereinbefore specified for the renewal term (prorated on a monthly basis) and otherwise the LESSOR and LESSEE shall be subject to all other terms and conditions of this lease.

17. Except as otherwise provided in this Lease, notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by facsimile or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSOR at the address shown in this lease. Notices from the LESSOR to the LESSEE shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, State Office Building, Hartford, Connecticut 06106-1630.

All notices to the LESSEE shall include a complete simultaneous copy of the notice to Connecticut Attorney General, 55 Elm Street, Hartford, Connecticut. All notices to the LESSOR shall include a complete simultaneous copy of the notice to the LESSOR'S lender, at the address listed on the LESSEE'S most recent rent control card. Any errors or omissions on the LESSEE'S rent control card shall not operate to void or invalidate the LESSEE'S notice to the LESSOR.

18. In the event there is a change in the ownership of the premises, if the LESSEE has been furnished either with the original instrument evidencing such transfer or a true copy thereof.

19. This lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

20. This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits and statements that are incorporated herein by reference and made a part of this lease, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the premises or this lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSOR by implication or otherwise unless expressly set forth herein.

21. This lease, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General of the State of Connecticut as to form and delivered to the LESSOR.

22. For the purposes of this section, the word "contractor," except where it is immediately preceded by the word "small," is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public

works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

23. For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-80a of the General Statutes of Connecticut, as revised.

(a)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedure of the contractor which relate to the provisions of this section and Section 46a-56 of the General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

24. The LESSOR covenants to being well seized of the demised premises and that said premises as constituted and for the purposes leased are and will continue to stand in compliance with all codes and ordinances and the requirements of the Americans with Disabilities Act Title III including any amendments or regulations pertaining thereto, applicable to the ownership, occupancy and operation of the premises. The LESSOR covenants to having good right to lease said premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such title. The LESSOR will suffer and permit the LESSEE to occupy, possess and peacefully enjoy the demised premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

25. The LESSOR'S affidavits entitled "STATEMENT OF FINANCIAL INTEREST" and "CONTACT AFFIDAVIT" are incorporated herein by reference and made a part hereof as though fully set forth herein and shall be a condition of the lease. Any false statement contained in said affidavits shall constitute a breach of this lease and would give the LESSEE the right to terminate the lease at any time by giving written notice.

26. After the approval, as to form, of this lease by the Attorney General of the State of Connecticut, the renovations, improvements and work to the leased premises as called for in Section Three (3) shall be completed by the LESSOR within ninety (90) days of the date of such approval by the Attorney General, time being of the essence with the exception of the computer room, which shall be ready for usage and occupancy by the LESSEE within one hundred twenty days of the Attorney General's approval, again, time being of the essence.

The LESSOR agrees to renovate and improve the demised premises pursuant to drawings and specifications provided by the LESSEE for use and occupancy by the Department of Information and Technology. It being understood and agreed between the LESSOR and the LESSEE that the plans and specifications referenced herein have not yet been completed. It being further understood and agreed between the LESSOR and the LESSEE that once the plans and specifications have been completed, the LESSOR will engage fully qualified and Connecticut licensed contractors who will promptly and properly complete the work required under said plans and specifications, to the satisfaction of the LESSEE. The renovations, improvements and work undertaken by the LESSOR, directly or through its contractors, shall be performed in good workmanlike manner and shall produce fixtures and equipment which the LESSOR warrants, to the LESSEE, will be fit for the LESSEE'S intended use.

All such renovations, improvements and work shall be in compliance with the Americans with Disabilities Act Title III, State Building Code, the State Fire Safety Code, and any other applicable codes, rules, regulations, laws and ordinances and with the applicable portions of Section H, Part 1 of the LESSEE'S 1987 booklet entitled "LEASING POLICIES AND PROCEDURES." Further, the LESSOR shall certify that all energy performance goals set forth in the applicable portions of Section H, Part 3 of said booklet are met upon final completion of all work. Said Parts 1 and 3, not in conflict with other provisions of this lease, are incorporated herein by reference and made a part hereof as though fully set forth herein.

The renovations, improvements and work shall be subject to on-site inspection during work progress as well as to a final inspection at the demised premises, before any acceptance of such renovations, improvements and work. Such inspections and acceptance to be made by the LESSEE'S Department of Public Works. Upon proper completion of the renovations, improvements and work and the issuance of a certificate of occupancy by the appropriate municipal authority, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion and issuance.

Upon the LESSEE'S timely receipt of written notice of completion of all leasehold renovations, improvements and work and any other required improvements, including a certificate of occupancy from the LESSOR, the LESSEE within seven (7) business days shall inspect said renovations, improvements and work. If within the aforesaid seven (7) day period the LESSEE has no objections to the said renovations, improvements and work, a written decision as to acceptance of the demised premises by the Department of Public Works shall be made within the aforesaid seven (7) day period. In the event the LESSEE has objections to the said renovations, improvements and work, then in lieu of such written decision, the LESSEE shall, within fourteen (14) days of the LESSEE'S receipt of the LESSOR'S said notice of completion and a certificate of occupancy, deliver to the LESSOR, the LESSEE'S specific written objections

regarding the said renovations, improvements and work. Delivery shall be deemed to have been accomplished upon posting. If the LESSOR fails to cure the LESSEE'S written objections within thirty (30) calendar days from the date of the LESSEE'S said notice, the LESSEE, at its option and without further notice, may make any necessary renovations, improvements and perform any necessary work to cure the LESSEE'S said written objections and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease. Notwithstanding the foregoing, if such default cannot reasonably be cured within such thirty (30) day period and LESSOR shall have commenced to cure such default within such thirty (30) day period and thereafter diligently proceeds to cure the same, such thirty (30) day period shall be extended for an additional period to cure the default, not to exceed an additional ninety (90) days. Time shall be of the essence.

The LESSOR'S failure to commence and/or complete all said leasehold renovations, improvements and work and any other required improvements set forth in the Lease Proposal Outline and in any of the LESSEE'S said plans and specifications within ninety (90) calendar days, except for the computer room which shall be completed in one hundred twenty (120) calendar days, commencing from the date this lease is approved as to form by the Attorney General and/or the failure of the LESSOR to cure the LESSEE'S said written objections, if any, shall constitute a material breach of the lease if such failure is not attributable to an act of God or force majeure. The LESSEE may immediately proceed with any and all of the remedies it has or may have in law or under equity, without the need or providing further notice or demand to the LESSOR.

The term of this lease hereinbefore mentioned in Section Two (2) and the rental commencement date shall commence on the date of the delivery of possession of the demised premises to the LESSEE and such lease term shall terminate ten (10) years later. As used in this lease, the term "date of delivery of possession" shall mean the date upon which all of the following have occurred:

- (a) The Department of Public Works' receipt of the LESSOR'S said notice of the completion of the renovations, improvements and work, accompanied by a copy of the certificate of occupancy;
- (b) The written acceptance, by the LESSEE'S Department of Public Works, of the LESSOR'S renovations, improvements and work;
- (c) The written acceptance of the demised premises by the LESSEE'S Department of Public Works; and
- (d) The LESSEE'S actual physical occupancy of the demised premises or when the LESSEE actually opens for business at the demised premises, whichever occurs first.

Nothing herein shall constitute a reduction, restriction or waiver of any other remedies available to the LESSEE under this lease and in law and equity.

27. The LESSEE shall pay as additional rent sixty percent (60%) of any real property tax increases on the property at Riverview Square I and II, 99-101 East River Drive, East Hartford, Connecticut, during the term of occupancy, provided:

- (a) such real property tax increases are above the taxes levied on such property on the City/Town of East Hartford's Grand List of October 1, 1999;
- (b) such real property tax increases appear for the first time on the first Grand List of the City/Town of East Hartford following the property being assessed one hundred percent (100%) subsequent to the City/Town of East Hartford's Grand List of October 1, 1999;
- (c) at the time of such one hundred percent (100%) assessment, the property is fully occupied;
- (d) at the time of such one hundred percent (100%) assessment, the LESSEE'S premises are fully occupied by the LESSEE; and

33. The liability of LESSOR to indemnify and save and hold harmless LESSEE shall be effectively protected by insurance. The limits of coverage of such insurance purchased by the LESSOR shall not in any way limit, reduce or restrict the LESSOR'S obligations under any indemnification and save and hold harmless provisions stated in this lease.

34. It is agreed that this lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

35. As special conditions, the LESSOR further agrees to the following:

a. The LESSOR, at its sole expense and cost, shall cause the entire premises at Riverview Square I and II, 91-101 East River Drive, East Hartford, CT, to be in compliance with the Americans with Disabilities Act Title III, as amended, and Executive Orders 3, 17 and 16.

b. That all of the said renovations, improvements and work mentioned in Sections Two (2) and Twenty-Four (24), shall be accomplished by the LESSOR, no later than ninety (90) calendar days for the office space and one hundred twenty (120) days for the computer room, after the Attorney General approves this lease as to form and the Town/City of East Hartford issues all of the necessary building permits.

c. The LESSOR further represents and warrants to the LESSEE that all materials, equipment and work made part of the renovation and improvement project (inclusive of all tenant improvements made on behalf of the LESSEE), will be new, designed and constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing defects, and in accordance with the terms and conditions of this lease.

36. The LESSOR shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the LESSOR. Exposed ducts, piping, and conduits are not permitted in office space.

The LESSOR shall ensure that all Computer controlled facility components are virus free and Year 2000 compliant prior to acceptance of the space for occupancy by the LESSEE. Prior to acceptance of the space for occupancy by the LESSEE, the LESSOR shall verify Year 2000 compliance as follows:

- (a) By physical testing all Computer controlled facility components;
- (b) By the LESSOR'S written certification to the LESSEE that the LESSOR has performed such physical testing and that all Computer controlled facility components are Year 2000 compliant; and
- (c) By the LESSOR providing written confirmation from the component and/or systems manufacturer that the Computer controlled facility component is or components are Year 2000 compliant.

"Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, auxiliary equipment, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems, electrical systems, electrical generation systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

The terms "Year 2000 compliant" and "Year 2000 compliance" mean the following:

- (a) that each hardware, software, and firmware product ("product") or each developed, modified or remedied item of hardware, software, and firmware ("item") or each service shall be able to:
 - i. accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, calculating, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;

- ii. properly exchange date/time data when used in combination with other information technology; and
 - iii. perform as a system.
- (b) Notwithstanding any provision to the contrary, the remedies available to the State under this Year 2000 compliant shall include repair or replacement of any product and/or item whose non-compliance with the Year 2000 compliant is discovered and made known to the LESSOR in writing.
 - (c) Nothing in this Year 2000 compliant shall be construed to limit any rights or remedies the LESSEE may otherwise have under this lease with respect to defects other than Year 2000 compliance.
 - (d) In addition, the LESSOR agrees that products or items modified or remedied to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The LESSOR agrees that products or items not being modified or remedied directly will remain unaffected with respect to their normal functioning or performance.

In the case of the repair/replacement to effect Year 2000 compliance, the LESSOR shall also verify Year 2000 compliance as follows:

- (a) By physical testing each repaired or replaced component or components;
- (b) By the LESSOR'S written certification to the LESSEE that the LESSOR has performed such physical testing and such repaired or replaced component is or components are Year 2000 compliant; and
- (c) By the LESSOR providing written confirmation from the component and/or systems manufacturer that the repaired or replaced component is or components are Year 2000 compliant.

Notwithstanding any provision to the contrary, the LESSOR shall also ensure that all Computer controlled facility components are and will continue to be Year 2000 compliant throughout the duration of this lease, and during any extension or renewal thereof, under the same terms, conditions, covenants, obligations, requirements, procedures and manner, as provided in this Section Thirty-Six (36).

The LESSOR shall protect, indemnify, save and hold harmless the LESSEE, its officers, agents, and employees, against all liability, claims, loss, cost, injuries (including death), damages, compensation and expense, including without limitations, all claims, demands, penalties, actions, causes of action, suits, litigation, proceeding and attorney's fees and costs, arising out of any failure of the LESSOR in any respect to comply with and perform the requirements and provisions under this Section Thirty-Six (36).

In case any such claim, action, cause of action, suit, proceeding, litigation, is brought against the LESSEE, its officers, agents, and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claims, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by counsel reasonably satisfactory to the LESSEE.

If the LESSOR fails to fulfill its obligations under this Section Thirty-Six (36), the LESSEE in addition to any other remedies, and not in lieu thereof, shall have the right to do one or more of the following:

- (a) Withhold any rental payments during such period of failure;
- (b) Fulfill such obligations itself and deduct the costs thereof and any expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease; and
- (c) Recovery of all or any portion of such cost and expense by other appropriate means.

37. Each provision of this lease to be performed by the LESSOR shall be construed to be both a covenant and condition, and if there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

38. In no event shall the LESSEE be obligated or liable for any additional rent not expressly provided for in this lease.

39. Nothing herein may be construed as a waiver or limitation upon the LESSEE'S sovereign immunity.

40. The LESSOR shall prepare and all parties shall execute a notice of this lease which complies with Conn. Gen. Stat. 47-19 at the time the LESSOR executes this Lease. The LESSEE shall record the executed notice of lease on the East Hartford Land Records once the Attorney General has approved this Lease, as to form, at no cost to the LESSOR.

41. The LESSEE hereby represents that it is lawfully empowered to enter into this lease under the terms found within Conn. Gen. Stat. 4b-30(a) subject to the conditions set forth within that statute. The LESSEE further represents that P. J. Delahunty, Jr., is presently the Chief Deputy Commissioner of Public Works for the State of Connecticut and, by virtue of his office, is legally empowered to execute the lease on behalf of the State of Connecticut, subject to the conditions set forth within Conn. Gen. Stat. 4b-30(a), 4b-23 et. Seq.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

Riverview Square I, LLC and Riverview Square II, LLC

David A. Campbell
David A. Campbell
Ronald J. Cross
Ronald J. Cross

by Arthur G. Beckenstein
Arthur Beckenstein
its Managing Member,
duly authorized

Date signed: June 29, 2000

John J. Farren
John J. Farren
David C. Wloskowski
David C. Wloskowski

State of Connecticut

by P. J. Delahanty, Jr.
P. J. Delahanty, Jr.
its Deputy Commissioner of Public Works,
duly authorized

Date signed: 6-30-00

State of Connecticut

County of Hartford ss:

The foregoing instrument was acknowledged before me this 29th day of June, 2000 by Arthur Beckenstein, its managing member of Riverview Square I, LLC and Riverview Square II, LLC, a Connecticut partnership, on behalf of the partnership.

In witness whereof I hereunto set my hand.

William A. Barone
William A. BARONE
Commissioner of the Superior Court
Notary Public
My commission expires 11/30/2002

State of Connecticut

County of Hartford ss: Hartford New London
New London

On this the 30th day of June, 2000, before me, Lawrence C. Widen, the undersigned officer, personally appeared P. J. Delahanty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Lawrence C. Widen
Lawrence C. Widen
Notary Public
My commission expires Commissioner of the Superior Court

Approved:

Bill B. R. K.
Assoc. Attorney General

Date signed: 6/30/00

LEASE MODIFICATION AGREEMENT

This lease modification is made and entered into by and between Riverview Square I, LLC and Riverview Square II, LLC owner of the leased premises and hereafter called the Lessor, whose address is 183 Prestige Park Road, East Hartford, Connecticut 06108, acting by and through Arthur Beckenstein, a Member, and the State of Connecticut, a sovereign government with a place of operations at 165 Capital Avenue, Hartford, Connecticut, hereafter called the Lessee, acting by and through P. J. Delahunty, Jr., its Chief Deputy Commissioner of Public works, pursuant to the provisions found within subsection (a) of Section 4b-30 of the Connecticut General Statutes, as revised.

WHEREFORE, the Lessor and the Lessee did enter into a June 30, 2000 lease ("Lease") concerning a portion of a certain parcel of land together with a portion of the buildings and improvements situated thereon, commonly known as 99-101 East River Drive, East Hartford, Connecticut ("Leased Premises"), which is more partially bounded and described within the Lease; and

WHEREFORE, the lease was recorded on the East Hartford Land Records, to which reference may be had; and

WHEREFORE, the Lessor and the Lessee have subsequently discovered certain errors in the Lease; and

WHEREFORE, the Lessor and the Lessee mutually wish to correct the errors so as to conform the Lease to the terms of the understandings of the Lessor and the Lessee and avoid confusing or misleading any third parties who should happen to examine the Lease;

NOW THEREFORE, in consideration for the exchange of mutual promises evidenced within this document, the Lessor and the Lessee hereby agree as follows:

1. The Lease is now and shall henceforth and forever be modified and amended in each of the following respects:

A. Section Five of the Lease is hereby modified to change the supplemental rent to two hundred seventy thousand seven hundred five dollars and seventy eight cents (\$270,705.78) per year paid in monthly installments of twenty two thousand five hundred fifty eight dollars and eighty two cents (\$22,558.82).

B. Section Five of the Lease is hereby modified to specify that the supplemental rent shall become due and payable at the same time the base rent becomes due and payable, which is at the end of each month.

C. Section Seven of the Lease is hereby modified to specify that no more than thirty (30) of the open air lot spaces may be located at or on the Lessor's present open air parking lot,

which is situated on Pitkin Street, East Hartford, Connecticut ("Pitkin Street Lot"). The portion of the Pitkin Street Lot allocated to the Lessee must be reserved for the Lessee's exclusive use, situated within reasonable walking distance of the Leased Premises; equipped with commercially reasonable lighting and security measures; improved with striped parking spaces and lanes and operated and maintained to the highest commercial standards by the Lessor, all at no cost to the Lessee.

D. Section 26 of the Lease is hereby modified to provide that the renovations, improvements and work to the leased premises as called for in Section three (3) shall be completed by the Lessor within ninety (90) days of Wednesday, November 1, 2000 ("Commencement Date"), with the exception of the computer room, which shall be ready for use and occupancy by the Lessees within one hundred twenty (120) days of the Commencement Date, time being of the essence. The Lessee will be deemed to have taken occupancy of all of the leased premises identified and described within Section One on the Commencement Date and the Lessee will be obligated to pay rent, in accordance with Sections Four and Five of the Lease on floors two and three, regardless of the status of the construction of the computer room on the Commencement Date. Nothing herein may be construed as a waiver or limitation on the Lessee's right to reject space under the existing terms and conditions found within Section 26 of the Lease. With regard to the thirty calendar days given to the Lessor to cure items noted in the Lessee's objections, under Section 26 of the Lease, time shall be deemed to be of the essence. The Lessee hereby waives its right to terminate the Lease in the event that the Lessor breaches its obligations under Section 26 of the Lease to complete the renovations, improvements and work identified and described within Section 26 of the Lease within the time limits contained within Section 26 of the Lease. This waiver may not be construed as a waiver of any of the Lessee's other rights or remedies; waiver of any of the Lessee's rights or remedies in the event the renovations, improvements and work does not meet or exceed the standards referenced or described within Section 26 of the Lease; nor a waiver or limitation upon the Lessee's sovereign immunity. Any waiver arising out of this section of the Modification Agreement shall be narrowly construed against the Lessor and its successors and assigns.

E. Subsections (a) and (b) of Section 27 of the Lease are hereby modified to establish October 1, 2000 as the base tax year, in place of the present base tax year of October 1, 1999.

2. This Agreement shall ensure to the benefit of and shall be deemed to bind the parties hereto and their successors and assigns but nothing herein may be deemed to construe a waiver or limitation on the Lessee's rights under the existing Lease in the event the Lessor in any way sells, transfers, conveys or alienates any interest it may have in the Lease Premises. The exclusive purpose of the waiver or limitation clause of this Section of the Lease Modification Agreement is to preserve the Lessee's rights under the existing Lease, it is not intended to create any new rights in the Lessee's favor.

3. Except as expressly modified or amended within this instrument, the Lease shall remain in full force and effect, in accordance with its original terms and conditions and nothing within the Lease, as herein modified or amended may be construed as a waiver or limitation upon the Lessee's sovereign immunity or its rights of first refusal.

4. This Modification Agreement shall only become binding upon the Lessee upon the approval of same by both the State Properties Review Board and the Connecticut Attorney General and the Lessee's receipt of a duly executed written consent to this Lease Modification Agreement from the Lessor's mortgagee(s), which will be procured by the Lessor at no cost to the Lessee.

5. The Lessee may record this Modification Agreement and/or an amended notice of lease on the East Hartford Land Records, at any time, at the Lessee's sole cost.

IN WITNESS WHEREOF, the parties have hereunto set their hands

Signed in the presence of

Riverview Square I, LLC and Riverview
Square II, LLC

Joan Smilowicz
JOAN SMILOWICZ
Nancy Impelliere
NANCY IMPELLIERE

By Arthur Beckenstein
Arthur Beckenstein
Member
Duly Authorized
Date:

STATE OF CONNECTICUT

Lawrence G. Widen
LAWRENCE G. WIDEN
WIV' MARIE CRUMBIE
WIV' MARIE CRUMBIE

By: P. J. Delahanty, Jr.
P. J. Delahanty, Jr.
Its Chief Deputy Commissioner of
Public Works
Duly Authorized
Date:

State of Connecticut

County of Hartford ss: Chas Hartford

The foregoing instrument was acknowledged before me this 12 day of October, 2000 by Arthur Beckenstein, a Member, of Riverview Square I, LLC and Riverview Square II, LLC, a Connecticut partnership, on behalf of the partnership.

In witness whereof I hereunto set my hand

Joan F. Smilowicz
Commissioner of the Superior Court
Notary Public
My Commission Expires:

State of Connecticut

County of Hartford ss: Hartford

JOAN F. SMILOWICZ
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2001

On this 13th day of October, 2000, before me, the undersigned officer, personally appeared P. J. Delahunty, Jr. of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Lawrence A. Hiden
Commissioner of the Superior Court
Notary Public
My Commission Expires:
Lawrence A. Hiden

Approved:

Richard Blumenthal
Attorney General

By: William B. Gundling
William B. Gundling
Associate Attorney General

Date: 11/15/00



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS



Raeanne V. Curtis
Commissioner

CERTIFIED MAIL # 7009 1680 0000 5994 1443

April 23, 2010

Mr. Jonathan Keller
Fremont Riverview, LLC
c/o The Fremont Group, LLC
65 LaSalle Road, Suite 202
West Hartford, CT 06107

Re: Exercise of renewal option of the lease dated June 3, 2000
for leased space located at 99 East River Drive, East Hartford, CT
Occupied by the Department of Information Technologies and Judicial Branch

Dear Mr. Keller:

As you know, the current lease expires on October 31, 2010; however the State Of Connecticut has a five (5) year renewal option that must be exercised, with an advance notice date of May 1, 2010.

In accordance with Paragraph 6 of the lease dated June 3, 2000, this letter is to inform you of the State's exercise of the extension option, so that the term will run from and after November 1, 2010 through October 31, 2015, at the rental of \$4,988,965.35 per year, payable in equal monthly installments of \$415,747.11 per month.

All terms and conditions of the original lease dated June 3, 2000, the Lease Modification Agreement dated November 15, 2000, the Second Lease Modification Agreement dated October 24, 2003 and the Exercise of Expansion dated November 1, 2003 will remain the same.

On behalf of the Department of Information Technologies, the Judicial Branch and the Department of Public Works, we would like to express our appreciation for the courtesies that you and your staff have extended to us during our term of occupancy.

Should you have any questions concerning the extension term, please contact William Falletti at (860) 713-5603.

Sincerely,

Raeanne V. Curtis
Commissioner

cc: Shane Mallory, DPW
William Falletti, DPW
Paul Hinsch, OPM
Lease File